

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 19, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of a TurnKey Agreement with Conch Republic Offshore Powerboat Racing Association to produce Key West World Championship Race on November 14-21, 2004 in an amount not to exceed \$80,000, FY 2004 DAC I Event Resources.

ITEM BACKGROUND:

TDC approved same at their meeting of April 14, 2004.

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Contract

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$80,000

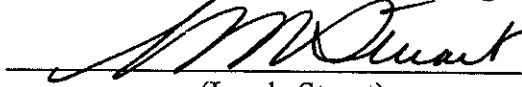
BUDGETED: Yes X No

COST TO COUNTY: \$80,000 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # E10

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Conch Republic Offshore Contract #
Powerboat Racing Effective Date: 5/19/04
Association Expiration Date:
 Contract Purpose/Description:

Approval of a TurnKey Agreement with Conch Republic Offshore Powerboat Racing Association to produce Key West World Championship Race on November 14-21, 2004 in an amount not to exceed \$80,000, FY 2004 DAC I Event Resources.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/19/04 Agenda Deadline: 5/4/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 80,000 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes: 115-75360-530340-T45M-503X-530340
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/20/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/20/04</u>
Risk Management	<u>4/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Jones</u>	<u>4/27/04</u>
O.M.B./Purchasing	<u>4/22/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/27/04</u>
County Attorney	<u>4/19/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Hutton</u>	<u>4/19/04</u>

Comments:

Turn Key Events Agreement

This AGREEMENT dated the _____ day of _____ 2004, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and Conch Republic Offshore Powerboat Racing Association, hereinafter Conch Republic Offshore Powerboat Racing Association.

WHEREAS, the BOCC finds it in the best interest of the County to promote tourism by entering into this agreement,

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay \$80,000 (Eighty Thousand Dollars) for the Key West World Championship Race on November 14-21, 2004 from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. Scope of Services: Conch Republic Offshore Powerboat Racing Association agrees to provide the County with an event as specified in the Scope of Services;

- a). Week long event – sanctioned world championship boat race
- b). 3 days racing during the event
- c). Racing within Harbor with spectator viewing
- d). Minimum of 70 racing boats
- e). Minimum size of boats 24 feet
- f). One hour National TV show with coverage to a minimum of 50 million households to be aired within 90 days

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through print advertising, news releases, and the required insurance was obtained no less than twenty days prior to the event, BOCC shall pay \$80,000.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

4. Accounting: Financial records of Conch Republic Offshore Powerboat Racing Association pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit. Records shall be retained a minimum of three years after contract has been performed.

5. Modification: Any changes to this contract may be made only by written mutual agreement, recommended by the TDC and approved by the BOCC.

6. Termination: This Agreement will be terminated on September 30, 2005. **All invoices must be submitted prior to September 30, 2005.**

7. Non Occurrence of Event: Conch Republic Offshore Powerboat Racing Association shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: Conch Republic Offshore Powerboat Racing Association agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by Conch Republic Offshore Powerboat Racing Association.

9. Insurance Requirements: Conch Republic Offshore Powerboat Racing Association, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section:

Conch Republic Offshore Powerboat Racing Association will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Conch Republic Offshore Powerboat Racing Association shall maintain the required insurance throughout the entire duration of the Special Event, and any extensions specified in any attached schedules. Failure to comply with this provision shall release County of any obligation to compensate event sponsor. Further, any material misstatement in the application for insurance coverage shall release County from its obligations to pay under this agreement. Conch Republic Offshore Powerboat Racing Association shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- * Original Certificate of Insurance
- or
- * Certified copy of the actual insurance policy

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this event. Insurance should be mailed to:

**Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-277
Key West, FL 33040**

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Conch Republic Offshore Powerboat Racing Association's insurance shall not be construed as relieving Conch Republic Offshore Powerboat Racing Association from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Conch Republic Offshore Powerboat Racing Association shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Conch Republic Offshore Powerboat Racing Association shall obtain General Liability Insurance Coverage that shall be maintained throughout the life of the contract and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- * \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- * \$500,000.00 per Person
- * \$1,000,000.00 per Occurrence
- * \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Prior to the commencement of work governed by this contract, Conch Republic Offshore Powerboat Racing Association shall obtain Water Craft Liability Insurance with terms no less restrictive than those found in the standard "American Institute Hull Clauses" (June 2, 1977 edition). Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- * Injury (including death) to any person
- * Damage to Fixed or Movable Objects
- * Costs Associated with the Removal of Wrecked Vessels
- * Contractual Liability with Respect to this Contract

If the policy obtained states that coverage applies for the "Acts or Omissions of a Vessel", it shall be endorsed to provide coverage for the legal liability of the ship owner.

The minimum limits acceptable shall be:

\$1 Million Combined Single Limit (CSL)

Coverage provided by a Protection and Indemnity Club (P&I) shall be subject to the approval of the County.

10. Permits: Conch Republic Offshore Powerboat Racing Association will secure all required permits, licenses including but not limited to occupational licenses.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations, and Conch Republic Offshore Powerboat Racing Association agrees that the venue for any dispute concerning this agreement shall be in Monroe County, Florida.

12. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

13. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

14. Relation of BOCC/TDC: It is the intent of the parties hereto that Conch Republic Offshore Powerboat Racing Association shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC, and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

15. Disclosure: Conch Republic Offshore Powerboat Racing Association shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. Conch Republic Offshore Powerboat Racing Association shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

16. Assignment: Conch Republic Offshore Powerboat Racing Association shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and BOCC.

17. Compliance with laws - Nondiscrimination: Conch Republic Offshore Powerboat Racing Association shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

18. Security Protection: Conch Republic Offshore Powerboat Racing Association agrees to provide adequate security for the event.

19. Ethics Clause: Conch Republic Offshore Powerboat Racing Association warrants that it has not employed, retained or otherwise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the

full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

20. Logo: All promotional literature and display advertising with the exception of generic advertising must display the "**Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are**" logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council". No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

21. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and execute agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

23. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

24. Force Majeure: The Conch Republic Offshore Powerboat Racing Association shall not be liable for delay in performance or failure to produce the event in whole or in part due to the occurrence of any contingency beyond its control or the control, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner or any act of any governmental authority which prohibits the event to be produced, in full or in part, as described and which the Conch Republic Offshore Powerboat Racing Association has exercised reasonable care in the prevention thereof. Any delay or failure due to the causes stated shall not constitute a breach of the Agreement; however, the BOCC shall have the right to determine if there will be any reduction to the amount of funds due to the Event Sponsor after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to produce the event. Upon demand of TDC or BOCC, the Conch Republic Offshore Powerboat Racing Association must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or activities, promotional or otherwise,

connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

25. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and Conch Republic Offshore Powerboat Racing Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Attest: _____

Conch Republic Offshore Powerboat Racing Association.

By _____
President

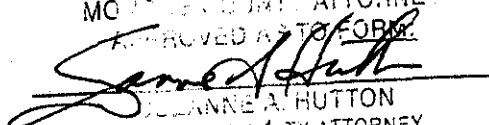
(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

JOANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 4/9/04

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MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
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